

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT (Agreement) is made and entered into effective _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and TETRA TECH BAS, INCORPORATED, a California corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional engineering services for Feasibility Study for a Composting Facility at the Fresno-Clovis Regional Wastewater Reclamation Facility (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Professional Engineer and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Director of Public Utilities (Director) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through the earlier of complete rendition of the services hereunder or December 31, 2024, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the City's issuance of a written "Notice to Proceed." Work shall be undertaken and completed in a sequence assuring expeditious completion.

3. Compensation.

(a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed Three Hundred Thirty Thousand Six Hundred Dollars (\$330,600), paid on a time and materials basis in accordance with the schedule of fees contained in **Exhibit A**, and a contingency amount not to exceed Thirty Three Thousand One Hundred Dollars (\$33,100) for any additional work rendered pursuant to Subsection (c) below and authorized in writing by the Director.

(b) Detailed statements shall be rendered monthly and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

(c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

(a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

(b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

(d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(e) The Consultant shall provide the City with adequate written assurances of future performance, upon Director's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

(f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Director in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Director of the cessation of such occurrence.

5. Confidential Information, Ownership of Documents and Copyright License.

(a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the City. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, designs, drawings, specifications, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

(b) Any and all original sketches, pencil tracings of working drawings, plans, computations, specifications, computer disk files, writings and other documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement or default by the Consultant. The Consultant grants the City a copyright license to use such drawings and writings. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein. The City may modify the design including any drawings or writings. Any use by the City of the aforesaid sketches, tracings, plans, computations, specifications, computer disk files, writings and other documents in completed form as to other projects or extensions of this Project, or in uncompleted form, without specific written verification by the Consultant will be at the City's sole risk and without liability or legal exposure to the Consultant. The Consultant may keep a copy of all drawings and specifications for its sole and exclusive use.

(c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.

(d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the

Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, Consultant shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subcontractor to indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

(a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in Exhibit B shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents and volunteers by using Insurance Service Office (ISO) Form CG 20 10 11 85 or both CG 20 10 04 13 and CG 20 37 04 13 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

(a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

(b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.), the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.) and Section 4-112 of the Fresno Municipal Code (Ineligibility to Compete). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

(c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either

is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing.

(f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

(g) This Section 9 shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

(a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling the City of Fresno Recycling Hotline at (559) 621-1111.

(b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

(c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

11. General Terms.

(a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Director or designee.

(b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits,

examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

(c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

(a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all

qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

(a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

(b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

(c) Because of its status as an independent contractor, the Consultant and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of

receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any exhibit or attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the exhibit or attachment. Furthermore, any terms or conditions contained within any exhibit or attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.

26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Brock D. Buche, PE, PLS, Director
Department of Public Utilities

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

No signature of City Attorney required.
Standard Document **#DPU-S Eng. CSA, Short Form T&M - Contingency (05-2023)** has been used without modification, as certified by the undersigned.

By: Samuel Nadores 6/9/2023
Samuel Nadores
Professional Engineer
Department of Public Utilities

REVIEWED BY Jesus A. Gonzalez 6/21/2023
Jesus A Gonzalez, PE
Assistant Director
Department of Public Utilities

Addresses:
CITY:
City of Fresno
Attention: Samuel Nadores, PE
1626 E Street
Fresno, CA 93706
Phone: (559) 621-1602
Facsimile (559) [#]
E-mail: Samuel.Nadores@fresno.gov

TETRA TECH BAS INCORPORATED,
a California corporation

DocuSigned by:
By: Christine Arbogast 6/21/2023
C19A7E7443AB49B...
Name: Christine Arbogast
President, Tetra Tech BAS

Title: _____
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

DocuSigned by:
By: Jeffrey M. Williams 6/21/2023
C6FA62C662294E1...
Name: Jeffrey M. Williams

Title: _____
Vice President, Chief Financial officer
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: 42578
Name: Christine Marie Arbogast
Date of Issuance: 8/21/87

CONSULTANT:
Tetra Tech BAS, Inc.
Attention: Christine Arbogast, PE
21700 Copley Drive, Suite 200
Diamond Bar, CA 91765
Phone: (909)655-3224
Facsimile" [area code and #]
E-mail
Christine.Arbogast@tetrattech.com

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and Tetra Tech BAS, Inc. (Consultant)

Feasibility Study for a Composting Facility at the Fresno-Clovis Regional Wastewater Reclamation Facility

GENERAL SCOPE OF SERVICES

The Consultant shall provide all labor, materials, equipment, and incidentals required to complete the work. Consulting services shall encompass, but are not limited to, the following:

PART 1 – PROJECT MANAGEMENT

Consultant will lead a kickoff meeting with the City project team including wastewater and solid waste staff. The purpose of the meeting will be to discuss the City's overall objectives, review the scope of services and overall approach, finalize the project schedule, establish lines of communications and responsibility, establish data needs, and coordinate project activities. Additional project management activities will include the following:

- Project kickoff meeting.
- Participation in update meetings including preparation of agendas and minutes.
- Preparation of detailed monthly billing (assumes a 12 month schedule).
- Coordination/liaison with affected agencies, districts, and stakeholders.

PART 2 – INFORMATION GATHERING

Consultant will coordinate with the City in obtaining requested data and background information. A review of current facilities, programs, and practices will be conducted to establish a baseline understanding of current biosolids and organic waste management system, practices, labor burden, and operational costs. This includes costs for hauling and various end markets. Part 2 of this project will specifically involve collection and review of relevant data concerning waste volumes and characteristics, current biosolids and organic waste disposal operations, processing methods, projected organics demand (from SB 876 and 1383 reporting or other), and costs (operational/disposal). Consultant will identify composting facility project requirements, including but not limited to operating requirements, system capacity, processing time and labor requirements, including any constraints or limitations to achieving the requirements. In addition, all facility and master planning documentation for the RWRf will be collected to establish an overall understanding of the composting facilities with consideration of other RWRf site development priorities as well as overall alignment with previous capacity and population growth forecasts.

Where available, Consultant will review feedstock quality with respect to presence of

metals, pesticides, organic compounds, and contaminants of emerging concern, specifically PFAS, to identify potential limitations on the application of finished product. If not available, Consultant can apply representative published values Part 2 will also include a review of the mission, values, and sustainability goals for the region and participating agencies.

PART 3 – PRELIMINARY FEASIBILITY ASSESSMENT

In Part 3 of this project, Consultant will estimate future weight and volume of biosolids, green waste, and other organic materials to be processed by the composting facility (with associated levels of risk or uncertainty) based on projected increases from existing operations (data to be provided by the City). This analysis will include a review of the quality of the biosolids and organic waste proposed for processing based on data provided by the City.

Consultant envisions “workshopping” with RWRF staff to confirm the most suitable area for a composting facility within the site limits identified by RWRF in Attachment 1 of the RFQ including the potential need for additional adjacent area to support the operations. The evaluation will consider accommodation of up to three (3) technology types for composting. This scope assumption is based on the three most common types of composting operations, windrow, covered aerated static piles and in vessel (i.e., within building). As necessary, this assumption can be reevaluated with the City upon refinement of the project approach. Preliminary considerations for evaluating suitability include:

- Area requirements of facilities and fit with future space requirements of RWRF
- Access considerations for ingress and egress, including site traffic routing
- Material handling, logistics, operational complexity
- Existing land-use and permitting constraints and approval considerations
- Potential for odor issues based on proximity
- Potential for leachate of contact water run-off, groundwater infiltration, and fit with stormwater controls.

Other considerations Consultant proposes to be evaluated early on in Task 3 include product marketability (and fit with regional markets) and risk resilience (risk register and mitigation strategies) which were identified in Task 4 of the RFQ. Those evaluations, including associated fee estimates, are currently included in Part 4 pursuant to the RFQ.

Consultant’s evaluation of up to three potential technologies to be employed at the composting facility, will include an assessment of the differences of the composting technologies and applicability to biosolids and green waste feedstock, identification of the overall costs and benefits of each technology/approach, and processing considerations such as processing duration, space considerations, odor management, leachate management, technology maturity (history of technology success in California), regulatory requirements, and operational PAGE 8 complexity. This evaluation will also consider economics (unit cost per ton); capital costs and operating costs based on readily available information.

Consultant will present the results of the technology review through a virtual meeting with the City. Based on feedback from the City, a preferred technology(ies) will be selected for the biosolids and green waste composting operations so that a conceptual site layout for the area found suitable for the proposed facility can be undertaken. Consultant will prepare a conceptual design and high-level cost estimate for the selected technology(ies). Operating costs will take into consideration labor requirements, utility requirements and end-product markets (potential compost sales). Potential grants or funding support will be examined and how those funding opportunities could affect the economics of facility development. The conceptual design will help determine the space requirements and confirm whether the proposed area for the facility has sufficient space. Using a debt financing approach for the capital cost and labor and utility rates for the operating costs, Consultant can calculate the unit processing costs for the technologies.

A cost/benefit analysis comparing the proposed composting facility to current practices will be performed. Items to be considered include financial analysis of cost per ton for processing and return of investment compared to current hauling costs, and financial analysis on capital investment versus operating cost. The cost benefit analysis will include a sensitivity analysis to understand the lifecycle cost vulnerability to uncertainty in factors such as operating costs, energy, new regulatory requirements, and market value of compost.

Consultant will review and evaluate federal and state legislation and policies related to the implementation of the composting facility options being evaluated and their relative impacts. Items to consider include the following: CEQA and other required environmental clearances; impacts of wastewater solids, solid waste management, and organics waste management regulations. Other regulatory guidelines to be evaluated include South San Joaquin Valley Air Pollution Control District regulations, and Central Valley Regional Quality Control Board requirements.

A summary report will be prepared for Part 3 task findings with recommendations on the most suitable area/site for the composting facility and preferred technology (or technologies) for composting biosolids and green waste. A virtual meeting will be held after submittal of the Draft Preliminary Feasibility Assessment Report to discuss findings and recommendations and to obtain input from the City to finalize the report.

Deliverables:

- Draft Preliminary Feasibility Assessment Report for City Review.
- Agenda and minutes for meeting to discuss any City comments and receive City staff input on preferred facility area/site and technology (or technologies).
- Final Preliminary Feasibility Assessment Report incorporating City input.

PART 4 – CONCEPTUAL SITE PLAN DEVELOPMENT AND FINAL FEASIBILITY DETERMINATION

Once the preferred composting facility area/site and technology (or technologies) have been identified in Part 3, Consultant will prepare a conceptual site plan and Final Feasibility Assessment for submission to the City. The Final Feasibility Study will include

the following assessments.

Conceptual Site Plan: A desktop geotechnical study will be conducted to provide geotechnical design parameters for a conceptual plan layout. . The desktop geotechnical study will review available published data (e.g., CGS/USGS, SCEC, Geotracker, USDA, CalRecycle) and RWRF in-house information to evaluate geotechnical constraints for the proposed composting facility. It will focus on assessment of seismic hazards, expansive/collapsible and other problematic soils, and groundwater conditions. The desktop study is expected to provide preliminary qualitative grading and foundation recommendations. Based on our cursory evaluation of the site, the geotechnical conditions are expected to be principally favorable, although future field investigation will be required to confirm the conditions and develop specific quantitative geotechnical design parameters for a final facility design.

Following completion of the desktop geotechnical desktop study, Consultant will develop a refined conceptual site plan that identifies specific recommendations relative to processing areas, structures, site use, internal roadways, stormwater management features, vehicular controls, site utility needs, scale location, equipment recommendations, and landscape features.

Treatment Needs and Marketability: Consultant will identify any pre- or post-treatment needs to generate output material of sufficient quality, as well as which materials could not or should not be processed at the composting facility and the cost implications for hauling offsite. Consultant proposes to evaluate limitations to finished product use due to the presence of contaminants such as metals, organic compounds, or contaminants of emerging concern, specifically PFAS, to identify potential limitations on the application of finished product that may leach when applied in environmentally sensitive areas or watersheds. For the evaluation Consultant can rely upon data provide by the City or assist with the development of a sampling and analytical program to determine the presence and levels of contaminants. If not available, Consultant can apply representative published values. Consultant will provide a supplementary budget for implementing such a program if requested by the City. Recommendations on the marketability of available solid materials will be provided, including a cost benefit analysis related to the generation of marketable solids.

System Redundancy and Associated Costs: Consultant will evaluate risk resilience and system redundancy to ensure biosolids management without interruption due to system malfunction, loss of electric power or other low probability/high consequence events. Costs associated with system redundancy will also be estimated.

Refined Costing: Consultant will refine the cost/benefit analysis performed in Part 3. System redundancy and associated costs will be evaluated to ensure that biosolids can be managed without any interruption due to system malfunction, loss of electric power, or other low probability/high consequence events.

Sustainability Assessment: Consultant will investigate other benefits that support the City's sustainability goals. This will include the amount of material diverted from landfills,

greenhouse gas emissions reductions, and potential nutrient recovery.

Operations Options Evaluation: The Consultant will evaluate options for City operations of the composting facility including 1) City operated, 2) City operated in partnership with a third party and 3) Third party operated. Pros and cons will be developed for each operations option and the team will work with City staff to discuss each and identify which models make the most sense for the City. This assessment will be provided in an easy-to-read matrix form to facilitate internal discussions and option comparisons.

Reporting: A Summary Report will be prepared, containing the final feasibility determination and conceptual site plan. This will be presented to the City project team in draft form, prior to the preparation of a final report.

Deliverables:

- Four (4) hard copies and one (1) digital copy (PDF and MS Word) of Draft Feasibility Study and Conceptual Site Plan for City review.
- Agenda and minutes for meeting to discuss any City comments and receive City staff input.
- Four (4) hard copies and one (1) digital copy (PDF and MS Word) Copies of Final Feasibility Study and Conceptual Site Plan.

The City may elect to further expand the scope of services or add new scope of service tasks, should such services provide a benefit in meeting the City's ultimate goals and objectives for the projects. Examples of such expansion may include, but not be limited to, additional work related to efforts needed to complete the Scope of Work not expressly written. Such scope of service expansion will be subject to City and Consultant negotiating a mutually agreeable scope and fee, and approval by the City Council, if required.

SCHEDULE OF FEES

PERSONNEL	RATE	PERSONNEL	RATE
Administrative Assistant	\$96	Staff Env. Specialist/Scientist I	\$107
Project Clerk	\$85	Staff Env. Specialist/Scientist II	\$119
Project Data Analyst	\$78	Project Env. Specialist/Scientist I	\$130
Office Services Clerk	\$96	Project Env. Specialist/Scientist II	\$149
Project Coordinator	\$143	Project Env. Specialist/Scientist III	\$163
Senior Project Coordinator	\$164	Senior Env. Specialist/Scientist I	\$172
CAD Tech I	\$89	Senior Env. Specialist/Scientist II	\$181
CAD Tech II	\$103	Senior Env. Specialist/Scientist III	\$193
CAD Tech III	\$123	Staff Planner/Permitter I	\$71
CAD Tech IV	\$141	Staff Planner/Permitter II	\$89
Designer I	\$159	Staff Planner/Permitter III	\$96
Designer II	\$172	Project Planner/Permitter I	\$111
Designer III	\$191	Project Planner/Permitter II	\$123
Designer IV	\$207	Project Planner/Permitter III	\$134
Staff Engineer I	\$120	Project Planner/Permitter IV	\$144
Staff Engineer II	\$130	Senior Planner/Permitter I	\$156
Staff Engineer III	\$141	Senior Planner/Permitter II	\$169
Project Engineer I	\$151	Senior Planner/Permitter III	\$181
Project Engineer II	\$162	Senior Planner/Permitter IV	\$200
Project Engineer III	\$172	Principal Planner/Permitter	\$276
Senior Engineer I	\$182	Architect I	\$130
Senior Engineer II	\$193	Architect II	\$156
Senior Engineer III	\$203	Architect III	\$182
Supervising Engineer I	\$214	Architect IV	\$208
Supervising Engineer II	\$224	Staff Geologist I	\$120
Supervising Engineer III	\$234	Staff Geologist II	\$130
Division Engineer I	\$255	Staff Geologist III	\$141
Division Engineer II	\$266	Project Geologist I	\$151
Principal Engineer	\$291	Project Geologist II	\$162
Principal	\$312	Project Geologist III	\$172
Senior Principal	\$328	Senior Geologist I	\$182
Project Manager	\$170	Senior Geologist II	\$193
Project Manager I	\$181	Senior Geologist III	\$203
Project Manager II	\$207	Supervising Geologist I	\$214
Project Manager III	\$219	Supervising Geologist II	\$224
Project Manager IV	\$229	Supervising Geologist III	\$234
Project Manager V	\$240	Principal Geotechnical Eng/Geologist	\$245
Senior Project Manager	\$250	Principal Geotechnical Eng	\$271
Program Director	\$297	Soils/Asphalt/Field Technician	\$108
Project Advisor*	\$175-\$350	Soils/Asphalt/Field Tech - Prev Wage	\$137
Construction Supervisor I	\$172	Technician	\$58
Construction Supervisor II	\$182	Technician I	\$87
Construction Supervisor III	\$193	Technician II	\$101

Construction Manager I	\$203	Senior Technician I	\$113
Construction Manager II	\$219	Senior Technician II	\$134
Senior Construction Manager	\$255	Senior Technician III	\$147
Principal Construction Manager	\$280	Chief Technician	\$166
Chief of Survey Parties	\$191	2-Man Survey Party	\$341
1-Man Survey Party with GPS	\$230		

IN-HOUSE EXPENSES

5% of Total Personnel Fees

Personal Vehicle

\$0.65/mile

Company Vehicle

\$0.75/mile

Equipment Rental Rates as provided in the Proposal.

OTHER EXPENSES

Company and Survey Vehicles \$16/hour

Other Out-of-Pocket Cost + 15%

Expenses/Supplies/Travel

Consultants/Outside/ Cost + 15%

Construction Services

Per Diem for Living Expenses Federal +15%

.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) and Tetra Tech BAS, Inc. (Consultant)

Feasibility Study for a Composting Facility at the Fresno-Clovis Regional Wastewater Reclamation Facility

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for “bodily injury,” “property damage” and “personal and advertising injury” with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under “Minimum Limits of Insurance.”
2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant’s profession.

MINIMUM LIMITS OF INSURANCE

Consultant, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

- (i) \$1,000,000 per occurrence for bodily injury and property damage;
- (ii) \$1,000,000 per occurrence for personal and advertising injury;
- (iii) \$2,000,000 aggregate for products and completed operations; and,
- (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents and volunteers; or
- (ii) Consultant shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. Consultant shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 04 13 and CG 20 37 04 13 or by an executed manuscript insurance company endorsement providing

additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, Consultant's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it. Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar days written notice by certified mail, return receipt requested, has been given to City. Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish

City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

VERIFICATION OF COVERAGE

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS - If Consultant subcontracts any or all of the services to be performed under this Agreement, Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with Consultant, and City, prior to commencement of any work by the subcontractor.

**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

Feasibility Study for a Composting Facility at the Fresno-Clovis Regional Wastewater Reclamation Facility

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
* If the answer to any question is yes, please explain in full below.			

Explanation: _____
No conflicts of interest.

Additional page(s) attached.

DocuSigned by:
Christine Arbogast
Signature

6/21/2023
Date
Christine Arbogast

(Name)
Tetra Tech BAS, Inc.

(Company)
21700 Copley Drive

(Address)
Diamond Bar, CA, 91765

(City, State Zip)